

ADMINISTRATIVE MANUAL  
ASPIRA Association, Inc., National Office

The ASPIRA Association, Inc.  
National Office  
1112 16th Street, NW Suite 340  
Washington, D.C. 20036

Approved by National Board of Directors  
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This Administrative Manual whose policies, practices and procedures are here within contained, is not a contract of employment and is not intended to create any contract rights, either expressed or implied between ASPIRA and its employees.

The policies, practices, and procedures described in this manual may be changed, altered, modified or deleted at any time, with or without prior notice by ASPIRA.

## I ASPIRA...THE ORGANIZATION

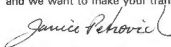
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Welcome to the ASPIRA Association, Inc.'s National Office, most often called simply "ASPIRA". You are now part of an organization that has been working since 1961 to foster the socioeconomic growth of the Puerto Rican/Latino community in the United States.

The sooner you get to know us, the sooner you will feel a part of the ASPIRA family. This handbook has been prepared to acquaint you with some of ASPIRA's basic personnel and administrative policies. Information on our benefits package and administrative support system is included, as well as some background on ASPIRA's history, objectives, and structure.

While we have tried to be comprehensive, this manual is not all-inclusive. It is intended to be an easy reference guide to important policies and benefits all salaried employees must be aware of. Since ASPIRA continually tries to meet the changing needs of our workplace, the policies decided here may also change, as it becomes appropriate and beneficial to change them.

As you become more involved with your work, you may find that you need additional information. When you have questions, please ask. We are glad you have joined us, and we want to make your transition a smooth one.



Janice Petrovich, Ed.D.  
National Executive Director

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The ASPIRA Association, Inc. National Office was established in 1968 as ASPIRA of America, Inc. Its name was changed in 1985 to the ASPIRA Association, Inc. However, ASPIRA's roots date back to 1961 in New York City when a group of concerned Puerto Rican parents and professionals met to discuss the alarming high school dropout problem at the time. Through their efforts, ASPIRA developed as the first non profit organization in the United States dedicated to furthering the educational and leadership potential of Puerto Rican youth. Today ASPIRA serves a diverse Latino youth population through a network of independently incorporated community based ASPIRA organizations located in Florida, Illinois, New Jersey, New York, Pennsylvania, Puerto Rico and Connecticut with the National Office in Washington, D.C. All ASPIRAs share a common mission and goals.

The philosophy that determines the goals of ASPIRA and the activities undertaken to meet those goals rest on one basic premise: Latinos, as a community, possess the collective potential to develop their own human and material resources that will permit an equitable sharing in the socioeconomic benefits and responsibilities of the larger society.

Keeping to the primary tenets of that philosophy, ASPIRA has identified as its mission the enhancement of the Puerto Rican/Latino community by developing and nurturing the leadership, intellectual and cultural potential of its youth so that they may contribute their skills and education to the fullest development of Puerto Rican/Latino communities everywhere.

As a family of Associates with community roots in various states and Puerto Rico, the ASPIRA Association is unified toward a common cause through our commitment to achieve three broad primary Association goals. These goals provide the basic general programmatic composition of each member of the ASPIRA Association. It is through commonality of primary goals that the ASPIRA Movement can realize its unifying mission. Within the framework of these goals, each Associate establishes program objectives which are sensitive to local conditions and resources. These goals are:

1. To develop the leadership potential of Puerto Rican and other Latino youth by encouraging them to become aware of the socioeconomic conditions, needs, and potential of their community and by fostering a commitment to dedicate their skills toward the further development of the Latino community, youth leadership and community service.

2. To motivate, orient and assist Puerto Rican and other Latino youth in their personal, intellectual, cultural, and educational development through the provision of career information, counseling and education services; educational access and careers.
3. To increase access of Puerto Rican and other Latino youth to quality education and leadership training through research, pilot programs and advocacy; community mobilization for education excellence.



SUBJECT: Corporate Structure

I:3

Members of the National Board of Directors and the Executive Committee are elected at each annual meeting of the ASPIRA Association, Inc. Board of Directors. The roles and responsibilities of the National Board of Directors are detailed in the By-Laws of the Association.

The ASPIRA National Office is organized internally into three (3) major divisions: National Programs, Services to Associates, and Finance and Administration. ASPIRA's income is derived from many different funding sources. These include public grant-making agencies, private foundations and corporations, individual donors and publication sales. This means that there are usually many projects underway at any given time with varying staff plans and production schedules. The divisions may change from time to time as ASPIRA re-evaluates its focus and direction. The divisions are as follows:

1. National Programs are grouped into three areas; Youth Leadership and Community Service, Community Mobilization for Educational Excellence, and Educational Access and Careers.

Youth Leadership and Community Service programs are dedicated to promoting leadership development and community involvement among Aspirantes at local ASPIRA offices. In addition, students serve as members of Local and National Boards of Directors, run student newsletters, and participate in leadership roles in ASPIRA club activities. The ASPIRA National Office also offers summer internships to college students to prepare them for future involvement in public life.

Programs in Community Mobilization for Educational Excellence promote community and parental involvement through local ASPIRA offices to improve Hispanic children's access to education.

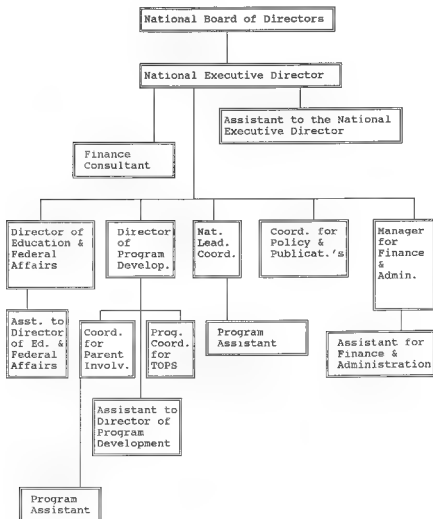
Programs in the area of Educational Access and Careers include programs increasing the number of college-bound youth to enter careers in fields where Latinos are under-represented, so they may eventually bring their skills back to their communities. Currently the National Office conducts National programs promoting careers in Mathematics and Science and in Health professions.

2. Services to Associates includes the following

- Research and advocacy includes monitoring legislation, mobilizing our network, maintaining relations with Congress, and analyzing issues.
- Marketing includes development of publications, including quarterly newsletter and annual report, maintaining media contacts, developing press releases, presenting at national conferences and developing Association-wide data management systems

- Expansion of services to serve more students and parents includes development of materials and organization of alumni
  - Planning for the management and growth of the organization through strategic planning leadership retreats and regular meeting of the Council of Executive Directors
  - Staff training for the entire Association through National Programs, the ETS collaborative, site visits and collaboratives with other organizations.
  - Fundraising assistance to Associates through proposal preparation workshops, assistance with proposal development, generating letters of support and identification of funding prospects.
3. Finance and Administration Manages all budgeting, accounting and payroll responsibilities in addition to monitoring ASPIRA investments, coordinating the annual financial audit, helps define administrative policies and procedures and administers ASPIRA's benefits program.

National Office Organizational Chart



SUBJECT: Equal Opportunity Employer

I:6

The ASPIRA Association, Inc. is an equal opportunity employer. Employees are recruited and selected on the basis of their qualifications and work experience and not for any reason unrelated to employment.

Personnel policies, including hiring, promotion, transfers, compensation, employee benefits, reassignment, separation, etc. will be conducted in such a manner that no discrimination shall exist because of race, color, religion, gender, sexual orientation, national origin, age, physical or mental handicap or veteran status, including disabled veterans and veterans of the Vietnam era.

Supervisors are responsible for enforcing and utilizing all policies and prescribed procedures to ensure equal employment opportunity for all staff. Employees are responsible for conducting themselves in a manner that is consistent with ASPIRA's Equal Employment policy.

These Personnel Policies will be reviewed regularly by the Personnel Committee of the National Board of Directors to assure that they are kept current and up to date.

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The ASPIRA National Office is an equal opportunity employer that hires individuals on the basis of their qualifications for the position for which they apply.

When qualified applicants are available, ASPIRA will fill job vacancies by promoting from within. Staff members may apply for position vacancies as they occur. Position opening notices are posted on the bulletin board in the kitchen area. Any staff member who has completed his/her probationary period and who wishes to apply for a position opening may do so and will be considered on the basis of skill, education, and experience required for the position. An employee's status will not be jeopardized by either the expression of interest in, nor application for, a posted position.

Applicants are also recruited from outside the ASPIRA National Office by using newspapers, magazines, area colleges and university career centers, unsolicited resume files, referrals from ASPIRA staff, Board members, Associate or Affiliate offices as recruitment sources. ASPIRA does not, unless in case of an emergency and with prior approval from the National Executive Director or his/her designee, pay employment agency fees for recruiting applicants.

The hiring of all staff must be approved by the National Executive Director. The ASPIRA National Board of Directors is charged with hiring the National Executive Director.

Hiring is the sole responsibility of the National Executive Director. Formal notification of an appointment to the staff is by letter from the National Executive Director; no written contract is required as a condition of employment. The letter of appointment specifies the employee's salary or rate of pay, benefits and all other relevant terms of appointment. A copy of this letter goes to the employee's personnel file in the Office of Finance and Administration.

Supervisors and other staff members may not commit ASPIRA to the employment of personnel

1. Regular Appointments are given to employees who fulfill the ongoing, normal staffing requirements of the company. Employees on Regular appointment work full time and are eligible for all ASPIRA benefits.
2. Temporary Appointments are given to employees who fulfill limited or short term staffing requirements. Employees on temporary appointment work for periods not to exceed four consecutive months. Temporary employees are not eligible for benefits.
3. Part-Time Appointments are given to employees who work up to 20 hours a week for an indefinite period. Part-time employees are not eligible for benefits, but may participate in the Performance Appraisal Program

While Temporary and Part-time employees do not participate in ASPIRA's benefits program, they are covered for payroll-related insurances such as workers' compensation, unemployment insurance, and Social Security (FICA).



The following types of appointments are given to individuals who do not have an employee relationship with ASPIRA. As with all other staff appointments, commitments for nonsalaried staff status may not be made without prior written authorization from the National Executive Director. A Memorandum of Understanding or a Consultant Agreement, signed by both parties, specifies the terms of the individual's association with the ASPIRA National Office and is kept in the Office of Finance and Administration. Tax withholdings for the following employees are not made by the ASPIRA Association, Inc. National Office nor are fringe benefits available to them, as they are not considered ASPIRA employees:

1. Visiting Scholars are individuals from other institutions, generally defined as guests in residence at ASPIRA, who are appointed to conduct research at their own discretion or in cooperation with ASPIRA staff.
2. Interns are students from colleges or universities who are appointed, sometimes in conjunction with receiving credit from their institutions, to work on specific projects or in collaboration with designated ASPIRA staff. Some interns, provided to the National Office through a foundation program or grant, such as Everett Public Service Interns, are compensated by the funds of the grant or program. The National Office may or may not monetarily compensate interns, depending on the availability of funds.
3. Consultants are independent contractors who enter into formal agreements with ASPIRA to perform specific technical or professional services for a specific level of remuneration.
4. Executives on Loan are individuals whose expertise is offered to ASPIRA for a specific amount of time by a corporation, foundation or governmental agency as an "in-kind" grant. Executives on Loan perform needed professional services as designated by the National Executive Director in agreement with the corporation or foundation. The salary and benefits of an Executive on Loan are paid by the agency of whom the individual is a full time employee.
5. Volunteers are individuals, often students over sixteen years of age who fulfill one or some of the above duties. Volunteers are not compensated for their services.

SUBJECT: Employee Classifications

II:4

In compliance with the Fair Labor Standards Act (FLSA) of 1938, as amended, ASPIRA employees are classified as exempt or nonexempt for the purpose of computing and paying overtime.

1. Exempt employees hold executive, administrative or professional positions and are not eligible to receive overtime pay.
2. Nonexempt employees hold secretarial, clerical and other support positions and have no supervising responsibilities; these employees may receive overtime pay for hours worked beyond 35 per week (overtime is paid at regular hourly rate for 35-40 hours, and at time-and-a-half for hours worked beyond 40).

Further descriptions and classifications of exempt and non-exempt employees are available in the Office of Finance and Administration.

All employees on Regular employment are hired with the understanding that the first 180 days of service for exempt employees, and 90 days for non-exempt employees represent a probationary period. During this period, employees have an opportunity to become acquainted with the responsibilities of their positions and the activities of ASPIRA. Supervisors are able to assess the individual's skills and abilities and to determine the appropriateness of a continued relationship between ASPIRA and the employee.

During the probationary period, employees are not eligible to take annual leave or participate in the ASPIRA retirement plan, although during this same time, annual leave will accumulate for each full-time employee.

The probationer will be given a mid-term review at 90 days for exempt staff and 45 days for non-exempt staff, and an evaluation at the end of the probationary period. The probationer's immediate supervisor will submit recommendations to the National Executive Director as to whether the probationer should be terminated, be made a regular employee, or whether the probationary period should be extended, not to exceed 30 days. The decision to convert the probationer to regular employment status by the National Executive Director shall be final, and this decision shall not be subject to review or appeal. The probationer shall be advised in writing of the final decision of the National Executive Director

Employee development and performance appraisal sessions are conducted at the conclusion of the six month probationary period, and annually thereafter in May for each employee. The performance appraisal session, in addition to ongoing performance discussions throughout the year, provides an excellent opportunity for the employee and supervisor to assess the work situation, and to define future goals, career objectives and training needs.

Notice of the approaching performance appraisal is sent by the Office of Finance and Administration to all ASPIRA employees and their supervisors, along with forms for both to fill out. The employee should schedule the session with the supervisor and complete the Pre-Appraisal Form and return it to their supervisor at least one week before the scheduled session in order to start the process. The supervisor fills out the Performance Appraisal form, in part, prior to the appraisal session. This form is completed during and after the session. The form is signed by the supervisor. The employees may also sign the form. This document then becomes part of the employee's permanent record, is passed on to the National Executive Director for his/her review and signature (if the National Executive Director is not already the immediate supervisor), and forwarded to the Office of Finance and Administration for filing in the employee's personnel file.

In the event of an unsatisfactory review, a regular employee will be allowed a maximum of 90 days to demonstrate satisfactory performance before separation procedures begin. The length of this extension will be determined by the employee's immediate supervisor, with the approval of the National Executive Director. This period shall be known as the "Performance Improvement Period".

In addition to the annual performance review, an employee may receive a written review of work performance: 1) when an employee requests one and 2) whenever a supervisor wishes to review an employee's performance.

An effective and equitable program of salary administration has been adopted and will consist of the following:

- a. A written job description of each position in ASPIRA Association, Inc. New employees will be given a copy of their complete job description upon hiring. These will be initiated and updated as necessary through the cooperative efforts of the administration, the department/project supervisor, and the staff person concerned.
- b. A competitive salary range for each position comparable to similar positions in the nonprofit sector.
- c. A system for periodic performance review involving the staff person, and his/her immediate supervisor (See Performance Appraisal).
- d. A system for periodic salary review evaluating any or all of the following: merit, seniority, or change in job duties or classification.

Upon completion of the six-month probationary performance review and following a performance appraisal, new employees may be eligible for a salary review. From that point forward, each employee's salary will be reviewed on an annual basis, coinciding with the performance evaluation held during May of each year. Subject to the ASPIRA National Board of Directors' approval of salary increases in the National Office annual budget, the National Executive Director may grant a salary increase based on a satisfactory performance appraisal.

SUBJECT: Transfer

II:8

From time to time, ASPIRA may transfer employees from one job to another. These reassignments may be initiated by the organization, or by the employee with the approval of the organization. Reasons for transfer include, but are not limited to, lack of division work loads, promotion, better utilization of staff, health consideration or personal preferences.

If an employee is transferred to a position that is substantially different from the one he/she was originally hired for, he/she shall be required to repeat a probationary period, however, all rights to benefits for Regular appointments would not be waived.

Employees will be notified of possibilities for transfer by the position openings which are posted in ASPIRA's kitchen area before positions are formally announced to the public.

All transfer requests must be approved by the National Executive Director in writing.

ASPIRA observes a 35-hour work week, from 9:00 a.m. to 5:00 p.m., Monday through Friday, with a one-hour lunch period.

In exceptional circumstances, with the National Executive Director's and the supervisor's approval, individual employees may establish work schedules that vary from the ASPIRA standard work week. Variations on hours can be arranged, so long as a 35-hour work week is retained. Staff must be aware, however, that flexible schedules are a privilege and not a right. Supervisors may require staff members to change flexible hour schedules to meet program needs and goals.

Any employee who is unable to report for work because of illness or other emergency should notify his/her immediate supervisor or the National Executive Director as early as possible, preferably by 9:00 a.m., giving the reason for absence or lateness and time of expected return to work. The immediate supervisor must then notify the Office of Finance and Administration of an employee's absence. If the employee's immediate supervisor or the National Executive are not available, the employee should report their absence or lateness to the Office of Finance and Administration. Any change in expected return must be reported to the employee's supervisor and the Office of Finance and Administration as soon as known.

As far as is possible within the constraints of contract and grant resources, ASPIRA seeks to provide uninterrupted employment to its regular staff. Separation from employment is at times necessitated, however, by conditions such as resignation, dismissal, layoff, discharge for just cause, retirement, or death. Employment at ASPIRA is always "at-will" and terminable at the option of ASPIRA or employee at any time and for any reason or for no reason. ASPIRA policies regarding separation from employment are as follows:

1. Resignation: Resignation is permanent separation from the staff initiated by the employee, with notice submitted to the National Executive Director. Two weeks' notice for non exempt staff and thirty (30) days notice for exempt staff are considered to be the minimums. Both exempt and nonexempt staff are urged to consider the impact of their departure on project objectives and co-workers. These employees are eligible for re-hire.
2. Dismissal: Dismissal is permanent separation from the staff because of the employees' inability to meet acceptable job performance standards. Dismissal should occur only after the employee has been notified, in writing, of the unacceptable performance level and has been given 90 days to improve his/her job performance. Supervisors are responsible for advising the National Executive Director, in writing, of situations which may lead to dismissal. Only the National Executive Director has the authority to dismiss an employee. Dismissed employees are not eligible for re-hire.
3. Layoff: Layoff is separation from the staff through no fault of the employee, and usually occurs because of termination of contract or grant funds or abolishment of a position due to economic constraints. Every reasonable effort will be made to re-employ a laid off employee as employment needs and funding will allow. Employees being laid off will be given a minimum of one month notice. Only the National Executive Director may layoff employees.
4. Discharge for Just Cause: Discharge for just cause is permanent separation from the staff for employee conduct which is harmful to ASPIRA and to other employees. Reasons for being discharged include, but are not limited to, theft of personal or ASPIRA property; vandalism of ASPIRA property; deliberate falsification of records; intoxication, possession, use, or dispensing of illegal drugs; unexcused or excessive absences from work; negligence of duties; and sexual, racial or other harassment. Discharge for just cause must be approved by the National Executive Director. An employee discharged for just cause is not eligible for re-hire.



5. Procedures for Separation (Dismissal, Layoff and Discharge)

- a. Notice of separation shall be given in writing by the Executive Director containing reasons for dismissal.
- b. At the time of separation, an interview will be conducted by the employee's immediate supervisor, or the National Executive Director (or his/her designee) or both by using the Termination/Separation Advice and Authorization Form (See APPENDIX B). The interview will cover job performance, future reference data, terminal pay and allowances, and personal information on health insurance, unemployment compensation, etc. The employee may not receive his/her final pay until the final authorization form is completed.

SUBJECT: Resignation

II:11

Employees intending to terminate their employment with ASPIRA are expected to submit a letter of resignation, giving as much notice as possible. Two weeks notice is considered a minimum for non-exempt employees. Exempt employees should give at least 30 days notice, if feasible, so that the smooth transition of work and the training of a replacement can occur.

Letters of resignation should be addressed to the ASPIRA National Executive Director with a copy to the supervisor and the Office of Finance and Administration. Upon receipt of the letter of resignation, the Office of Finance and Administration will generate the employee's exit letter advising the resigning employee of the procedures that are required and the impact the resignation will have on his/her benefits, e.g., payment for annual leave, conversion of insurance, etc.

Each departing employee must complete the exit form during the exit interview with the National Executive Director and return all ASPIRA property to the supervisor of the Office Finance and Administration

Employees are entitled to payment for unused annual leave for the current Fiscal Year. If an employee gives less than the designated notice, they will have been deemed as left not in good standing. The National Executive Director may grant, in individual instances, a shortening of the notice period without affecting the employee's right to terminal annual leave.

SUBJECT: Retirement

II:12

ASPIRA employees are eligible to retire at a normal retirement date which is the last day of the month following the date age 65 is attained. An employee may elect early retirement on or after the date he/she attains age 55, or may be allowed to continue employment past the normal retirement age.

SUBJECT: Hiring of Temporary Personnel

II:13

At times, a project's budget allows the hiring of temporary personnel to accomplish a specific goal or project. In the case where temporary personnel is needed, the following procedure is to be followed:

Staff is to fill out a request form for the use of any temporary personnel and pass it on to the Office of Finance and Administration who will assess funding availability and advise the National Executive Director who gives final approval. The request for temporary personnel form includes a description of activities to be performed by the temporary personnel, states the length of time the temporary personnel is needed (a specific number of hours and/or days) and the budget the person's services will be charged to (See APPENDIX C). Additional forms are available in the Office of Finance and Administration.

The Office of Finance and Administration maintains official personnel records for every staff member. D.C. Law requires that these records be kept for a minimum of three years.

Employees should promptly report in writing to the Office of Finance and Administration any changes in home address, telephone number, and the name, address, and telephone number of a person to be notified in the event of an emergency. Additionally, changes in name, marital status, and dependents should be promptly reported to the Office of Finance and Administration for purposes of changes in income tax status, tax exemptions, and benefits.

Employees have the right to inspect their personnel files. Individual files are also available for inspection by an employee's supervisor.

**INQUIRIES:** All telephone calls requesting verification of employment are to be directed to the Office of Finance and Administration. The Office of Finance and Administration will verify in writing only the following information reported to creditors and employers by an employee: date of employment, position held, annual gross salary, and social security number. Employees who do not wish to have this information verified should notify the Office of Finance and Administration in writing.

ASPIRA employees are not authorized to release home addresses and telephone numbers of other ASPIRA employees.

### III PERSONAL CONDUCT

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SUBJECT: Employee/Subordinate Relationships

III:1

No ASPIRA employee shall make a request of any subordinate to perform duties of a personal nature, e.g., running of personal errands, preparing personal correspondence, etc.

1. Outside Employment: ASPIRA employees are expected to devote their work efforts and energies toward the accomplishment of commitments and obligations to ASPIRA. Employees considering outside employment should recognize that it must not impede their ability to fulfill obligations to the ASPIRA National Office.

In order to prevent any appearance of conflict of interest regarding outside employment, it is a policy of ASPIRA that all employees must receive written approval from the National Executive Director prior to engaging in outside professional employment which have any relevance to their work at ASPIRA.

2. Outside Activities: The ASPIRA National Office supports measures which protect and enhance the freedoms of speech, press, assembly and all other rights guaranteed by the Constitution of the United States of America. Therefore, all staff members of ASPIRA are assured of their full right in any action they take as private citizens. At the same time, employees must make every effort to ensure that their civic action is recognized as the action of a private citizen.
- 3 In cases where a group of staff members or all staff members decide independently of their employment and work assignments to take a certain stand or commit a certain action, the names of ASPIRA and any other registered marks, The ASPIRA Association, Inc. must not be used in referring to themselves.

Each employee and those engaging in outside employment or activities remains fully and personally responsible for using discretion to avoid any conflict or appearance of conflict with established policies and mission and goals of the ASPIRA Association, Inc. National Office



SUBJECT: Affirmative Action

III:3

ASPIRA reaffirms its policy of providing equal employment opportunity in all aspects of the employer-employee relationship--including recruitment, employment, promotion, training, education assistance, compensation, benefits, transfers, discipline, layoffs, and termination of employment. ASPIRA will not discriminate because of age, race, color, religion, gender, sexual orientation, matriculation, national origin, handicap, or against special disabled veterans or veterans of the Vietnam era. Also, ASPIRA prohibits sexual harassment in any form (See Policy Statement on Sexual Harassment). In addition, it is our policy to ensure that maximum opportunity is offered to minority and women business enterprises to participate as suppliers and contractors in our activities. Failure to comply with ASPIRA's Affirmative Action policy may result in disciplinary action up to and including dismissal.

ASPIRA is committed to maintaining a drug-free workplace and environment. ASPIRA policy prohibits the unlawful manufacture, sale, distribution, possession, or use of controlled substances, including illegal drugs and narcotics on ASPIRA premises and work sites. In addition, addiction to or abuse of prescription drugs or alcohol that results in impairment to an employee's job performance will be treated as a violation of this policy.

ASPIRA recognizes the danger of substance abuse for workers and the public, and the impact it has on motivation and overall job performance. Employees experiencing problems resulting from substance abuse and/or dependency must seek the aid of their private physicians and/or organizations and agencies that provide drug and alcohol abuse prevention and treatment services. In addition to its health benefits program, ASPIRA will provide information on channels of assistance available. It is, however, the employee's responsibility to seek help.

The specific procedures which will be followed after the determination of an employee's violation of this Substance Abuse Policy are as follows:

NOTE: The determination that an employee has violated this Substance Abuse Policy may be made upon the basis of direct observation, a criminal conviction, or the employee's own admission.

1. Except for employees who voluntarily identify themselves as users of illegal drugs or as an alcohol abuser, obtain appropriate counseling and rehabilitation, and thereafter refrain from illegal drug use, ASPIRA will, upon first confirmed determination that an employee has violated the Substance Abuse Policy, reprimand the employee in writing. Said reprimand will include a statement about the dangers of drug or alcohol abuse in the workplace, referral to existing drug/alcohol counseling and rehabilitation programs in the area, and penalties that may be imposed upon further violation of the prohibition. The employee will be required to enroll in drug/alcohol abuse assistance or rehabilitation program approved for such purposes by the Federal, State, local health, law enforcement or other appropriate agency, and to provide evidence of participation in such a program. The ASPIRA Association, Inc. is required by law to notify the federal contracting agency within 10 days after receiving notice of a conviction for a drug offense occurring in the workplace.

2. Upon a second determination that the employee has violated the Substance Abuse Policy, or upon the employee's refusal to obtain or successfully complete counseling or rehabilitation or once having completed counseling or rehabilitation, failing to refrain from activities prohibited by this Substance Abuse Policy, ASPIRA will follow the procedures for employee Discharge for Just Cause as specified in the Administrative Manual.

The confidentiality of all issues related to an employee's efforts to recover from substance abuse and/or dependency problem will be protected, particularly in regard to the employee's performance appraisals. An employee's ability to fulfill the requirements of his/her position is to be weighted in terms of the categories and factors set forth on ASPIRA's Performance Evaluation Form.

SUBJECT: Smoking

III:5

ASPIRA prohibits smoking in all work areas and floors where ASPIRA offices are located.

ASPIRA prohibits sexual harassment of its employees in any form, whether physical or verbal, committed by supervisory or non-supervisory personnel. This includes, but is not limited to: offensive sexual flirtation, advances, proposition, verbal abuse of a sexual nature, "off color" jokes, graphic verbal commentaries about an individual's body, sexually suggestive objects or pictures in the workplace, and physical contact or gestures of a sexual nature.

No supervisor shall threaten or insinuate, explicitly or implicitly, that an employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, evaluation, compensation, advancement, assigned duties, or any other condition of employment or career development.

Sexual harassment in the workplace by any employee will result in disciplinary action up to and including dismissal and may lead to personal, legal, and financial liability. Any employee who believes he/she has been sexually harassed should immediately bring the matter to the attention of his/her supervisor and/or the Office of Finance and Administration. All discussions between employees and the Office of Finance and Administration are private and are held in strict confidence. ASPIRA's procedure is that all such complaints will be investigated promptly by the National Executive Director or the Office of Finance and Administration, and corrective action will be taken promptly upon verification of the allegations. No employee will suffer retaliation or intimidation as a result of using this procedure.

*Insert on page 11 after page 18*

SUBJECT: Grievance Procedure

The employee complaint and grievance procedure are mechanisms for staff to resolve employee complaints between the employee and their supervisor in an equitable manner. It is anticipated that most conflicts and problems can be worked out informally between the employee and supervisor.

No full-time, regular employee shall be prohibited or restrained from using these procedures.

1. Employee Complaint Procedure:

- a. The grievance procedure is initiated by an employee bringing a problem to the attention of the immediate supervisor orally or in writing. The complaint must be made within ten (10) working days of the occurrence of the problem:
- b. The supervisor and the employee are urged to make every effort to resolve the problem.
- c. Within five (5) working days of the complaint, the supervisor shall inform the employee, in writing, of the decision.

2. Filing a Grievance to the Grievance Review Committee <sup>1</sup>

- a. If the employee is dissatisfied with the supervisor's written decision, a grievance may be filed with the Grievance Review Committee.
- b. The grievance must be filed within ten (10) working days of the oral decision. The grievance must state as many specifics as possible.
- c. The Committee will conduct a hearing of the grievance within one month of receipt of the employee's request. The Committee will assign a fact finder to assemble all available facts surrounding the grievance. Furthermore, the employee and the supervisor will be given an opportunity to present evidence at the hearing. The hearing will be informal.

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<sup>1</sup> The Grievance Review Committee shall consist of two staff members (one exempt and one non-exempt), elected by the staff at the beginning of each fiscal year, one alternate chosen by the complainant (exempt or non exempt), and the ~~National~~ Executive Director sitting ex-officio.

- d. If a grieving employee works under the direction of a member of the Grievance Review Committee, that member shall not participate in the grievance review. The remaining two members of the Committee will appoint a third employee to serve on the Committee for that grievance.
- e. After the meeting, the Committee will notify the employee of its decision in writing. A decision must be reached by the Committee within five (5) working days of the meeting.
- f. Within ten (10) working days of the receipt of the grievance decision, the employee may bring the grievance before the National Board of Directors by forwarding a written communication to the National Chair.
- g. The National Chair must render a final decision in writing with a copy to the National Executive Director within sixty (60) days to the grievant.

SUBJECT: AIDS Policy Statement

III:8

It is the policy of ASPIRA not to discriminate against any individual because he/she has received a positive test for antibodies to an HIV Virus or has been diagnosed as an AIDS or AIDS Related-Complex patient. As long as the employee is physically and emotionally able to meet the requirements of the job, he/she will remain entitled to employment at ASPIRA.

In accordance with this policy, it is the intention of ASPIRA to protect the rights and privacy of any individual and all employees with regard to physical condition and/or course of medical treatment.



#### IV PAY PRACTICES

Pay Period . . . . .	IV:1
Employee Payroll Withholdings . . . . .	IV:2
Overtime Hours . . . . .	IV:3
Time Sheets (Time and Attendance Forms) . . . . .	IV:4
Reimbursement for Employee Expenses . . . . .	IV:5
Travel Requests . . . . .	IV:6
Conferences and Seminars . . . . .	IV:7
Honoraria . . . . .	IV:8

SUBJECT: Pay Period

IV:1

ASPIRA employees will be paid bi-weekly on Friday. If a Friday payday falls on a holiday, pay checks will be distributed the previous day.

The payroll period runs from Monday of the first week through Friday of the following week.

If an employee is not present when checks are distributed, the check may be obtained from the Office of Finance and Administration. Employees are required to submit their bi-weekly time sheet to the Office of Finance and Administration in order to receive their pay checks.

SUBJECT: Employee Payroll Withholdings

IV:2

No deduction will be made from wages except those authorized by law, or which are authorized in writing by the employee.

1. Required Deductions: All Regular appointment ASPIRA employees are subject to the following deductions from their pay:
  - a. Federal, State and City Income Tax and/or similar withholdings required by law. These deductions are made from each paycheck.
  - b. Social Security or Federal Old Age and Survivors Insurance (F.I.C.A.) - a program required by federal law which provides income for a worker and his/her family upon retirement or death. Deductions are made from each paycheck.
2. Voluntary Deductions: Voluntary deductions for purposes such as pension plans are available to employees if desired.
3. Wage Statements - ASPIRA will notify its employees at the time of hiring of the rates of pay, and with every salary payment will furnish each employee with a statement of wages that lists gross wage, deductions and net pay. Upon the request of an employee, ASPIRA will provide an explanation of how such wages are computed. ASPIRA will also indicate on the wages statement the number of hours worked, the rate paid, and allowances, if any, claimed as part of the minimum wage.

SUBJECT: Overtime Hours

IV:3

Nonexempt employees who are authorized in advance by their supervisors to work beyond the normal 35-hour work week will be paid regular rate for hours worked over 35 and up to 40 hours, and time and one-half for hours worked in excess of 40 hours per week. Employees must have the prior approval of their supervisor and the National Executive Director to work beyond 40 hours a week. Exempt employees are not eligible for overtime compensation.

The non exempt employee may take compensatory leave in lieu of overtime payment; however, under the Fair Labor Standards Act of 1938, such leave must be taken during the same pay period in which it is earned in order that total hours worked in a week do not exceed 40.

The District of Columbia Regulations governs all overtime compensation as well as any other pertinent personnel requirements

SUBJECT: Time Sheets (Time & Attendance Forms)

IV:4

All employees are required to complete a bi-weekly Time and Attendance form, which must be approved by their supervisors and submitted to the Office of Finance and Administration by noon Friday at the end of each pay period. (See APPENDIX D).

Hours worked for each project, holiday, sick and annual leave hours used must be recorded on the time sheet.

It is the supervisor's responsibility to ensure the accuracy of the employee's time sheets. Employee's paychecks are generated from these forms, and time sheets that are incomplete or submitted after the deadline could result in delayed payment of an employee's wages.

Time sheets for the following period are distributed by the Office of Finance and Administration upon handing out checks.

ASPIRA's policy of reimbursement follows the basic principle that individuals should neither gain nor lose personal funds as a result of official travel. ASPIRA employees will be reimbursed for all reasonable and necessary expenses that are incurred while on official ASPIRA business. ASPIRA employees must fill out monthly expense reports in order to be reimbursed for expenses incurred as a result of official business done on behalf of the ASPIRA Association, Inc., National Office. All costs must be itemized and supported by receipts. All reimbursable staff expenses must have prior approval from the employee's immediate supervisor. A detailed summary of these must be submitted to the Office of Finance and Administration on an expense account form (See APPENDIX E).

The following are reimbursable ASPIRA staff expenses.

1. Automobile Allowances. Employees using their cars on authorized office business shall be reimbursed for mileage at \$0.25 per mile, as well as for parking and tolls. This will require prior approval from the National Executive Director or his/her designee. Each employee is further required to demonstrate to the National Office that they carry public liability and property damage auto insurance (rental cars paid for with ASPIRA's American Express card are automatically insured). ASPIRA Association, Inc.'s National Board of Directors will periodically review and may adjust the mileage reimbursement rate. Local taxi fare and public transportation shall also be reimbursed at the going rate.

There are certain circumstances which may require an employee to rent a car. Generally, they are: 1) the point of business is not accessible by public transportation; 2) financial savings can be realized by renting a car rather than using public transportation; 3) it is impossible to conduct the business required during a traveler's stay in a particular place if public transportation is used; or 4) other similar rationale can be documented. When a rented car is to be used on a business trip, the National Executive Director must authorize its use.

2. Meal Allowances: When ASPIRA Exempt employees are required to attend meetings, they shall be reimbursed for the cost of meals. When meals are being charged for other people as a result of work assignments, the person responsible must sign the bill, must indicate the program/account to which the bill is to be charged, and, must list the name(s) of the person or group attending. If paid in cash, list names on the monthly expense account form or petty cash slip and attach the receipt.
3. Reimbursement for air and ground transportation, meals and lodging will be made in connection with non-local travel approved by the National Executive Director. Employees and clients are required to maximize ASPIRA's resources when incurring transportation, lodging, meals and other costs. Staff should use the most economical coach air fares and should take advantage of airline

#### IV.5

discounts for advance purchase whenever possible. Staff should also consider staying over Saturday night after meetings or conferences, and in some cases staying an additional night to significantly reduce the overall cost of a trip. The traveler may be charged any costs billed to the ASPIRA Association, Inc., National Office if he/she fails to cancel reservations. In general, charges for last minute changes made for personal reasons will be the responsibility of the traveler.

The cost of personal expenses are to be paid for by the traveler. Expenses for a spouse and/or dependents are considered personal expenses.

Cash travel advances may be obtained, if requested by the employee through a Check Requisition Form (See APPENDIX F) and if submitted at least two (2) working days prior to the departure date.

An Expense Account Form detailing all expenses incurred while on travel must be completed and submitted to the Office of Finance and Administration within five working days after return to the office, accompanied with proper documentation. All expenses must be presented, reconciled and the figures balanced to indicate reimbursement to or from the ASPIRA Association, Inc., National Office.

Oftentimes, ASPIRA employees are obligated to travel to meetings, conferences, and other activities to comply with ASPIRA's mission and objectives. Local travel per se does not require formal authorization. All out of town travel must be approved by the employee's immediate supervisor and the National Executive Director or his/her designee. Employees planning program site visits will notify their immediate supervisor in writing of their intention to travel. If attending a conference or seminar, employees must submit a "Request to Travel and/or Attend Conference/Seminar" form (See APPENDIX G) to the National Executive Director through their immediate supervisor at least one week in advance.



Attendance of ASPIRA employees at regional, national, and state and city conferences and institutes will be at the discretion of their supervisor and shall require his/her prior approval followed by that of the National Executive Director. Priority will be given to employees who will speak or present on behalf of ASPIRA.

A written request from the interested staff shall be presented to their immediate supervisor, stating purposes of the conference and the benefits to ASPIRA (See APPENDIX G). A special effort should be made by the staff to be a presenter at this conference and to seek outside funds to cover these expenses.

An employee who may be invited by an outside agency to lecture or participate in a symposium should refrain from making a commitment prior to discussing such invitation with their supervisor. The employee must make every possible attempt to have his/her expenses covered by the inviting agency. If the employee's participation is directly related to the mission and objectives of the ASPIRA Association, Inc. and payment for transportation and/or any other expenses are not offered, the expenses may be charged to ASPIRA.

Staff shall present a written report on the conference to their supervisor and the National Executive Director within ten working days of the activity. The report should contain:

- a. A brief description of the major points discussed which were of interest to the ASPIRA Association, Inc., National Office, the Associates or particular staff members.
- b. The benefits (for the employee and ASPIRA) obtained from attending this activity, i.e., ideas generated, funding sources identified, contacts established, media coverage, etc.
- c. A list of important contacts with telephones and phone numbers, i.e., people who are good speakers, who are in organizations that have similar interests, who work in organizations that can help with funding, etc.
- d. Important publications produced at the conference should be attached and circulated. Forthcoming publications should be noted. The written report should be circulated for all staff to read.

Reimbursement to employees will be made within two (2) weeks of submission of the Expense Account Form and if attending a conference or workshop, the Conference Report. Reimbursements to the ASPIRA Association, Inc., National Office should be made as soon as possible, accompanied by the expense report in the form of a check. Checks should be made payable to the ASPIRA Association, Inc., and shall indicate "Travel Reimbursement".

All expense account and reimbursement forms are available in the Office of Finance and Administration.

The conference report is required in order to process travel and expense reimbursements.

SUBJECT: Honoraria

IV:8

Any honorarium received by staff when conducting business for and on behalf of ASPIRA, i.e., presentations at conferences, participation on advisory committees, etc., shall be contributed to the ASPIRA Association, Inc. In such case, the employee will show on the time and attendance sheet that time devoted to outside work is chargeable to the ASPIRA Association, Inc., National Office as part of the regular work day. Fees received for work not related to ASPIRA in accordance with the Conflict of Interest Policy (See "Conflict of Interest") may be retained by the employee. In such cases, the employee must show on the corresponding time and attendance sheet that annual leave was taken or that the work was accomplished outside normal working hours during the period devoted to outside work for which fees were received and retained by the employee.

## V EMPLOYEE BENEFITS

Health/Dental Insurance . . . . .	V:1
Pension Plan/Retirement Plan . . . . .	V:2
Group Life and Accidental Death/Dismemberment Insurance . . . . .	V:3
Group Disability Income . . . . .	V:4
Tuition Refund Plan . . . . .	V:5
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Statutory Benefits . . . . .	V:7
Annual (Vacation) Leave . . . . .	V:8
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Inclement Weather Leave . . . . .	V:16
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SUBJECT: Health/Dental Insurance

V:1

The ASPIRA National Office offers full-time, exempt and non-exempt employees a comprehensive health plan through the George Washington University Health Plan. After three months of employment, ASPIRA will cover 100-percent of the cost for Hospitalization and Medical Insurance for all full-time employees. Dental insurance is also included in this package. Employees hired prior to January 1, 1993 will continue to receive the health benefits that were effective at the time of hire. Detailed information regarding specifics of coverage are available to all employees in the Office of Finance and Administration. Employees are encouraged to seek additional information on this employment benefit.

Health and Dental care coverage ceases on the last day of the month an employee is separated from ASPIRA. A person wishing to continue standard health care coverage may do so if he/she desires. Information on the possible continuation of this benefit is also available in the Office of Finance and Administration.

SUBJECT: Pension Plan/Retirement Plan

V:2

After six months of employment, full-time exempt and non-exempt employees are eligible to join the ASPIRA's Mutual of America Pension Plan. If the employee so desires, ASPIRA will contribute the equivalent of five percent of the employee's gross base salary per pay period towards the plan. The contribution to the pension plan is not deducted from the employee's salary. Upon separation, and after three years of employment, the employee will be entitled to receive the vested amount balance in a single-sum payment. Additional contributions of an employee's salary, if so desired, may be contributed to this plan. At any time upon separation, the employee is entitled to receive their own contributions to the pension plan.

The normal retirement age for this plan is 65, although an employee may wish to receive retirement benefits any time on or after the date they reach age 55. Upon retirement, the total value of an employee's individual account, including interest and investment earnings will be applied to purchase a uniform monthly annuity to provide their retirement income.

If an employee takes a leave of absence after the probationary period, upon return to ASPIRA, they will be immediately included in the plan.

Additional information regarding the Pension Plan can be obtained from the Office of Finance and Administration.

SUBJECT: Group Life and Accidental Death and Dismemberment Insurance V:3

Exempt and Non-exempt employees, after six months of employment, begin to be covered by ASPIRA's group life insurance plan through The American Life Insurance Company, a subsidiary of Mutual of America Life Insurance Company. In the event of death from natural causes, a death benefit equal to one time the employee's annual salary will be paid to the employee's beneficiary. In the event of accidental death, the benefit payable is two times the annualized salary, etc. The cost of this benefit is assumed by the ASPIRA Association, Inc., National Office.

Life insurance coverage ceases after the employee's separation date from ASPIRA or upon retirement. An employee may wish to convert coverage under the American Life Insurance Company policy if he/she wishes to do so. Employees are encouraged to seek additional information regarding ASPIRA's life insurance coverage, which is available in the Office of Finance and Administration.

Exempt and Non-exempt ASPIRA employees with six months of employment will also be covered for long-term disability through The American Life Insurance Company. If, due to injury or sickness, an employee is unable to perform the duties of his/her occupation, the employee will receive monthly disability income benefits equal to 60% of the annual salary beginning six months following the onset of the disability, and until an employee reaches the age of 64 and 5 months. These benefits are to continue for as long as an employee continues to be totally and permanently disabled. In no event will the disability benefit be less than \$50 per month. ASPIRA assumes the total cost of this benefit.

This benefit ceases upon retirement, or upon the last day of active employment at ASPIRA. Unlike Group Life Insurance, Group Disability coverage cannot be converted to an individual contract when employment with ASPIRA terminates.

Additional information regarding ASPIRA's Group Disability Income is available to employees in the Office of Finance and Administration.



It is the policy of ASPIRA to assist staff members to further their education and training only in areas of organizational need if such study can be of assistance to them in their work. Subject to the availability of funds, the agency may assist employees with regular, full-time appointments by reimbursing one-half of the expenses not to exceed \$2,000 per calendar year for tuition and fees for credits/courses taken at accredited educational institutions.

To request tuition reimbursement, an employee must submit a written request to the National Executive Director through their immediate supervisor prior to enrolling. If the request is approved by the National Executive Director, a memorandum of understanding will be formed between ASPIRA and the interested employee which states the terms of the agreement (See APPENDIX H). Employees will be reimbursed upon the completion of the course work and/or upon submission of official proof of the attainment of a grade of "c" or better at the end of each semester.

The employee is expected to work full-time at ASPIRA for the duration of their coursework. If an employee benefits from the tuition refund plan for 100% of the credit hours needed to obtain a degree, he/she will commit to working full-time at ASPIRA for a defined period of time following the completion of their degree: three (3) years for a Bachelor's degree, two (2) years for a Master's degree and three (3) years for a Doctorate. If the employee decides not to complete the degree program or class, the employee still must remain at ASPIRA for one month per each credit hour completed at the time he/she terminates his/her studies. If an employee decides not to remain employed by ASPIRA for the duration of time it takes to complete the class or degree program, the employee is obliged to reimburse ASPIRA for all the funds provided to him/her for tuition and fees for all courses taken.

Employees not pursuing a degree program are eligible for assistance for only three credit hours in a twelve-month period.

In a situation of limited National Office funds when more than one employee is seeking tuition reimbursement, participation in the tuition refund plan will be determined on the basis of seniority.

ASPIRA seeks to assist staff in developing their skills in areas that can be of assistance to them in their work. As funding permits, ASPIRA may cover reasonable costs for short workshops and seminars for regular, full-time employees. Approval of each workshop or seminar must be obtained from an employee's supervisor and final approval must be obtained from the National Executive Director. The employee seeking professional development must fill out a request form to receive approval (See APPENDIX G).

Staff shall present a written report on the workshop or seminar to the National Executive Director within ten working days of the activity. The report should contain:

- a. A brief description of the major points discussed which were of interest to the ASPIRA Association, Inc., National Office, the Associates or particular staff members.
- b. The benefits (for the employee and ASPIRA) obtained from attending this activity, i.e., ideas generated, funding sources identified, contacts established, media coverage, etc.
- c. A list of important contacts with telephones and phone numbers, i.e., people who are good speakers, who are in organizations that have similar interests, who work in organizations that can help with funding, etc.
- d. Important publications produced at the activity should be attached and circulated. Forthcoming publications should be noted. The written report should be circulated for all staff to read.

As with tuition reimbursement, if National Office funds are limited, decisions on which employees will receive approval for professional development workshops or seminars will be made on the basis of seniority

ASPIRA provides the following benefits to all employees as required by applicable federal and local laws.

1. Social Security : All ASPIRA regular and part-time employees are covered for Old Age and Survivor Benefits under the federal Social Security program established by the Federal Insurance Contributory Act (FICA).

ASPIRA and the employee contribute equally a statutory percentage of salary to the program. The percentage may vary from year to year.

The program provides retirement income, survivors' benefits in the event of the employee's death, health insurance and disability income for eligible employees and their families.

- 2 Workers' Compensation : ASPIRA provides workers' compensation insurance for all employees in accordance with the D.C. Worker's Compensation Act of 1979. This insurance, underwritten by the Federal Insurance Company, provides medical treatment and salary loss benefits for work-related injuries and illnesses.

To protect employees, all work-related illnesses or injuries, regardless of severity, must be reported to the supervisor and the Office of Finance and Administration immediately. The Office of Finance and Administration must report all work-related injuries and illnesses to the Department of Labor within ten working days. Appropriate forms and additional information are available in the Office of Finance and Administration.

3. Unemployment Compensation : ASPIRA is subject to the provisions of the District of Columbia Unemployment Compensation Act. Unemployment Insurance is available to employees who are dismissed (fired) for unsatisfactory work performance, but not if fired for just cause.

Employees are encouraged to review the provision of these benefits. Please check with the Office of Finance and Administration for additional information.

Employees who are on full-time, Regular appointments earn Annual Leave. Annual Leave is primarily intended to provide each employee with full opportunity for rest and relaxation each year. It is also available for absences from work, with pay, for the conduct of personal business.

After one year of service in the ASPIRA National Office, all Regular, full-time employees will be granted Annual Leave with full pay not to exceed ten (10) working days in any one calendar year. After two (2) years of service, employees will be granted fifteen (15) days of Annual Leave, and after five (5) years, twenty (20) days. Employees hired prior to January 31, 1993 will be granted Annual Leave with full pay not to exceed twenty (20) working days in any one calendar year. Employees are encouraged not to take more than two (2) vacation periods per year. An employee requesting Annual Leave must fill out a "Leave Authorization Form" (See APPENDIX I), have the Office of Finance and Administration confirm they have accumulated the amount of leave they are requesting, and have the request approved by the National Executive Director.

1. Vacation Periods : Regular full-time employees who have been on payroll for one year may be granted full vacation at any time during the following year. Employees are encouraged to schedule their vacations at some point between June 1 and August 31 and December 1 through January 15. No vacations may be taken by ASPIRA Regular, full-time employees during their probationary periods. A Leave Authorization Form shall be presented to and approved by the staff's immediate supervisor prior to taking any vacation leave. Vacation periods are always subject to the prior approval of the National Executive Director or his/her designee. Due to varying work schedules in different program areas, there are periods when vacations cannot be approved.
2. Vacation Equity Upon Separation : In the event of a resignation, layoff or dismissal, the employee is entitled to receive payment at his or her regular rate of pay for all unused earned vacation.
3. Accrued Annual Vacation . All earned vacation must be used during the fiscal year in which it is earned except for a maximum of five (5) days, which may be carried over into the next fiscal year. Vacation accrual beyond five days is strongly discouraged, but if it becomes necessary to request waiver of the accrual provision, prior written approval from the National Executive Director is required. No financial remuneration will be granted for unused accrued vacation.

4. Vacation During Probationary Period : Vacation leave will accrue for each month of continuous service during the probationary period and throughout the duration of employment at the rate of five-sixths ( $5/6$ ) of a day per month. Employees hired before January 31, 1993 will accrue vacation at the rate of one and two-third ( $1 \text{ and } 2/3$ ) days per month for each month of continuous service. During the probationary period, employees will not be eligible for vacation or annual leave.

Pay checks will be given to employees upon departing on annual leave, provided the funds are available and that the Office of Finance and Administration is notified of the request at least two weeks prior to the employee's departure. Vacation salary covers the pay period, and the corresponding amount for the period during which the employee will be on vacation.

Non-Salaried, contractual and Part-Time employees are not eligible for annual or vacation leave.

All persons employed on a regular basis will earn, for personal illness, sick leave with pay not to exceed fifteen (15) working days in any one fiscal year. Saturdays, Sundays and holidays will not be charged against this allowance. Full-time staff, upon completion of their probationary period, accrue sick leave on the basis of one and one-fourth (1-1/4) days for each month of continuous service. Sick leave will not be accrued until an employee has completed his or her probationary period.

Sick leave may be used either in the case of personal illness or medical appointments and must be authorized by the employee's supervisor. In the case of an employee taking Sick Leave, the following procedure is to be taken:

1. An employee should report to his/her immediate supervisor and/or the National Executive Director by telephone as early as possible, preferably by 9:00 a.m., on the first day of an illness. The employee is required to keep his/her supervisor informed of the progress of his/her recovery and the approximate date of return to work. A "Leave Authorization Form" (See APPENDIX H) shall be completed by the employee within three (3) working days after returning to work.
2. Any employee who is frequently or periodically absent due to illness may be asked to furnish a physician's statement showing what steps are being taken to overcome the cause of the repeated absences.
3. Absence for health reasons which can be anticipated (such as planned surgery) should be discussed as far in advance as possible with the employee's immediate supervisor.

Unused Sick Leave may be carried forward from one fiscal year to the next, up to a maximum accumulation of 45 days. Sick Leave may not be converted into other forms of leave nor into cash payments.

Sick Leave records are maintained in the Office of Finance and Administration and are available for review upon the request of an employee.

SUBJECT. Family Leave

V:10

ASPIRA complies with the District of Columbia Family and Medical Leave Act of 1990. The provisions of this law are quite complex and cannot be set forth in full herein. However, a copy of this law is available from the Office of Finance and Administration.

In order to learn of your exact right under the D.C. Family and Medical Leave Act, it will be necessary to consult the law itself. The following general statement of the Act's provisions is intended for summary purposes only and should not be relied upon in order to determine how the Act would apply in any particular circumstances.

Under the D.C. Family and Medical Leave Act, all employees in the District of Columbia are required to provide an employee with up to 16 work weeks of unpaid family leave in any two year period for the following reasons: (1) birth of a child of the employee, (2) adoption or placement of a child for foster care or guardianship, or (3) care of a family member with a serious health condition. Up to 16 work weeks of unpaid medical leave are required for employees who have a serious medical condition. The employee, in most circumstances, is entitled to be reinstated to his or her job at the end of any family or medical leave. The Act does permit several restrictions on family and medical leaves, so any employee seeking to take advantage of leaves provided under this law should consult the Office of Finance and Administration prior to any such leave, whenever possible.

ASPIRA permits staff who meet the eligibility requirements of the D.C. Family and Medical Leave Act to use earned annual and sick leave during their absence until such time as the earned leave is depleted. Any leave after that time will be without pay

SUBJECT: Leave Without Pay (Leave of Absence)

V:11

ASPIRA recognizes that employees, at some time during their employment, may have a need to be absent from work for periods of varying duration and for a variety of reasons. Leaves of absence are granted employees without pay. The granting of a leave of absence does not guarantee a position with ASPIRA upon return.

Employees who have regular appointments may apply for leave without pay for periods of up to one year to pursue their education

Requests for leave of absence must be recommended by the employee's supervisor and approved by the National Executive Director at least thirty (30) days in advance.

If the employee's former position cannot be held open, every effort will be made to place the employee in a comparable position.

No annual or sick leave is earned while an employee is on a leave of absence. Employees who return following a leave of absence retain seniority in terms of eligibility for ASPIRA benefits. For instance, an employee returning from leave of absence would continue to accrue annual and sick leave at her/his previous rates.



SUBJECT: Bereavement Leave

V:12

An employee absent due to the death of a member of the immediate family will be paid his/her regular pay rate up to a maximum of three (3) days. Members of the immediate family are defined as parents, stepparents and in-laws, spouse or spousal equivalent, children and stepchildren, siblings, grandparents and grandchildren.

SUBJECT: Compensatory Leave (Comp Time)

V:13

ASPIRA's policy of granting Compensatory Leave (Comp Time) to nonexempt staff is governed by the Wage and Hour law of the Fair Labor Standards Act.

A Nonexempt employee may elect to receive compensatory leave only for hours worked between 35 and 40 hours. If the employee chooses to take comp time in lieu of pay, such leave must be taken during the same pay period in which it is earned. Any hours worked over 40 will be paid one and one-half times the regular hourly rate.

The employee should record compensatory leave on the bi-weekly time sheet.

SUBJECT: Jury Duty Leave

V:14

ASPIRA grants employees who have regular appointments leave with pay to serve on jury duty. ASPIRA employees will not suffer loss of benefits during this time, although they will be obligated to reimburse ASPIRA for any compensation received for their services as jurors.

A copy of the summons for jury duty must be given to the National Executive Director along with the request for leave. Employees are expected to report to the ASPIRA National Office in person each day when dismissed from the court when two or more hours are left in the work day.

Employees should record jury duty leave on the bi-weekly time sheet in the blank area noting "jury duty"

SUBJECT: National Guard / Military Reserve Leave

V:15

Any ASPIRA regular employee who is a reservist in the U.S. Military or is required to take summer training with the U.S. Armed Forces, will be granted full pay up to two weeks per year. However, the military salary must be reimbursed to ASPIRA by the employee.

An employee may elect to use vacation time (annual leave) to attend the summer training. In this instance, no deduction will be made from the employee's salary.

SUBJECT: Inclement Weather Leave

V:16

*Use as opening sentence*

In the event of heavy snow or severely inclement weather, ASPIRA follows the policy of the federal government with regard to office closings. Employees should listen to radio broadcasts for current information on the government's decisions regarding office closing or the liberal leave policy going into effect. In the unlikely event of catastrophic weather happening on a day when the government is on holiday but ASPIRA is not, the ASPIRA National Executive Director or his/her designee will make a decision regarding office closing and will communicate this information via phone to program directors.

Time taken off from work by ASPIRA employees on regular appointment due to inclement weather will be handled as follows, unless otherwise directed by the National Executive Director:

1. Late arrivals or early departures of up to two hours will not be charged to Annual Leave.
2. Entire days taken off by employees when the ASPIRA National Office is open will be charged to Annual Leave.
3. In the event of official early dismissals or full-day closings, the hours will be treated as a holiday and employees will be paid in accordance with ASPIRA's holiday pay policy.

Employees on Temporary and Part-Time appointment are not paid for scheduled hours not worked due to inclement weather,

*Use as closing sentence for this area*

ASPIRA regularly observes the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Should any of the above holidays fall on a Sunday, the following Monday will be observed. Holidays falling on a Saturday will be observed on the preceding Friday. The exceptions to this rule will be Federal holidays (e.g. Washington's Birthday), when the day observed by the Federal government will be observed by the ASPIRA National Office

At the beginning of each calendar year, the Office of Finance and Administration will distribute a list which states on which exact days these holidays fall.

Non-salaried, Contractual or Part-Time employees are not eligible for holiday allowances.

**APPENDIX A**  
The ASPIRA Association, Inc.

**DRUG-FREE, SMOKE-FREE WORKPLACE REQUIREMENTS**

The ASPIRA Association, Inc., National Office is a drug free, smoking free workplace. To ensure the effective implementation of this policy, the following measures are adopted:

- 1 The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the ASPIRA Association, Inc., National Office. Any employee who fails to abide by this prohibition will face the following actions:

a. Except for employees who voluntarily identify themselves as users of illegal drugs, obtain appropriate counseling and rehabilitation, and thereafter refrain from illegal drug use, ASPIRA will, upon the first confirmed determination that an employee has violated the drug-free violation, reprimand the employee in writing. Said reprimand will include a statement about the dangers of drug abuse in the workplace, ASPIRA's policy of maintaining a drug-free workplace, referral to existing drug counseling and rehabilitation programs in the area, and penalties that may be imposed upon further violation of the prohibition. The employee will be required to enroll in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency, and to provide evidence of participation in such program. The determination that an employee has manufactured, distributed, dispensed, possessed, or used a controlled substance may be made upon the basis of direct observation, a criminal conviction, confirmed positive results of testing, the employee's own admission, or other appropriate administrative determinations.

b. Upon second confirmed determination of an employee's violation of ASPIRA's drug free workplace prohibition, an employee will be suspended from work at ASPIRA, until such time as he or she successfully completes counseling or rehabilitation or until ASPIRA determines that action other than suspension is more appropriate to the individual's situation. A second written reprimand will be placed in the employee's personnel file.

c. Upon a third determination that the employee has violated the drug free prohibition, or upon the employee's refusal to obtain or successfully complete counseling or rehabilitation, or once having completed counseling or rehabilitation, failing to refrain from illegal drug use, ASPIRA will follow procedures for employee termination as specified in this Administrative Manual.

- 2 Each and every employee of the ASPIRA Association, Inc., National Office will receive a copy of this statement as part of the Administrative Manual of the

ASPIRA Association, Inc., National Office. Upon receipt of the Manual and this policy statement, the employee agrees to abide by the terms of this statement, and to notify ASPIRA of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. ASPIRA will also make available to any employee that so desires literature on drug use and abuse prevention and treatment.

4. The ASPIRA Association, Inc., National Office will notify any Federal or State government agency that so requires, within ten days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace.
5. No smoking will be allowed within the premises of the ASPIRA Association, Inc., National Office.



ASPIRA ASSOCIATION INC.  
1112 16th Street, NW, Ste. 340  
Washington, D.C. 20036

This form must be completed by all employees terminating their employment with ASPIRA. A sign-off by all the office listed below must be presented to the accounting office before a final check will be issued.

NAME: \_\_\_\_\_ TERMINATION DATE: \_\_\_\_\_

	RECEIVED	N/A	SIGNATURE	DATE
<b>IMMEDIATE OFFICE:</b>				
Desk & file keys				
Files				
Equipment				
<b>OFFICE OF FINANCE &amp; ADMINISTRATION</b>				
ASPIRA Staff Handbook				
Office key				
GWU Health Plan				
Letter of resignation cc				
Other keys				
Long distance card				
Final time sheet				
Credit & travel cards				
Expense report & travel advances				
Annual leave adjustments				
Misc. charges				
OTHER				

	RECEIVED	N/A	SIGNATURE	DATE
FORWARDING ADDRESS:				

EMPLOYEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SUPERVISOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPENDIX C  
The ASPIRA Association, Inc.  
HIRING OF TEMPORARY PERSONNEL

Name of ASPIRA staff member making request \_\_\_\_\_

Request hiring of temporary personnel from \_\_\_\_\_ AM/PM  
date time

to \_\_\_\_\_ AM/PM for a total of \_\_\_\_\_  
date time days hours

Please describe in detail the proposed activities to be performed  
by the temporary personnel:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Budget to charge the temporary personnel's services to: \_\_\_\_\_

Signature of Employee Making Request \_\_\_\_\_ date \_\_\_\_\_

Approval of the National Executive Director \_\_\_\_\_ date \_\_\_\_\_

ASPIRA Association - National Office  
Time and Attendance Report

Period From: \_\_\_\_\_ To: \_\_\_\_\_

[illegible]

SICK						
ANNUAL						
HOLIDAYS						


TOTAL						
-------	--	--	--	--	--	--

[illegible]

V.S. FORM ( 8/93 )

**APPENDIX E**  
**ASPIRA NATIONAL OFFICE**  
**EXPENSE ACCOUNT FORM**

NAME: \_\_\_\_\_

PERIOD: \_\_\_\_\_ TO: \_\_\_\_\_

DATE	DESCRIPTION	TRANSP. -airfare -ground -personal -at.to m.leage 8010	HOTEL CHARGES  8011	MEALS includ. tip  8011	OTHER (EXPLAIN) -cash outlay -ASPIRA  8012	TOTAL	CHARGE TO: -dept. no.

Submitted By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Total expenses

Less Advance

Amount owed to ASPIRA or  
reimbursed to employee  
(circle one)


### Check Requisition Form

Date \_\_\_\_\_

Pay to the Order of \_\_\_\_\_ \$ \_\_\_\_\_

Date(s) of Invoice(s)	Description	Amount
	Total	

Requested by

Date \_\_\_\_\_

Account Codes (For Accounting Dept. Only)

Dept.	Account	Amount	Dept.	Account	Amount
GP			FORD		
DEV			USDE		
END			PHI-MORRIS		
AT&T			DEWT-WALL		
PHS			ANH		
GE			CARNEGIE		
HITACHI					

DATE	PROCESSED BY

APPROVED BY

DATE \_\_\_\_\_

APPENDIX G  
The ASPIRA Association, Inc.  
REQUEST TO ATTEND CONFERENCE/SEMINAR

Date \_\_\_\_\_

Staff person \_\_\_\_\_

\*\*\*\*\*

Activity \_\_\_\_\_ Dates \_\_\_\_\_

Purpose of Activity:

\_\_\_\_ Present a paper

\_\_\_\_ Attend as a participant

\_\_\_\_ Other (specify) \_\_\_\_\_

Benefit to the ASPIRA Association. Be specific. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Cost (estimate dollar amount):

\$ \_\_\_\_\_ Amount covered by sponsoring organization

\$ \_\_\_\_\_ Amount covered by existing program grant

(indicate which grant \_\_\_\_\_)

\*\*\*\*\*

Supervisor's Approval (approved) \_\_\_\_\_ (denied) \_\_\_\_\_

Signature \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_

Executive Director's Approval (approved) \_\_\_\_\_ (denied) \_\_\_\_\_

Note: Remember that you are required to submit a report within ten days of your return.

**APPENDIX H**  
The ASPIRA Association, Inc.

**MEMORANDUM OF UNDERSTANDING**

TO: ASPIRA Employee

FR: National Executive Director

RE: Memorandum of Understanding - Employee Tuition Reimbursement

DA: Date of Agreement

It is the policy of the ASPIRA Association, Inc. to promote the professional growth of its employees in areas of organizational need, as its financial situation permits. Therefore, ASPIRA Association, Inc. agrees to assist NAME OF EMPLOYEE in (obtaining his/her in NAME OF DEGREE PROGRAM / taking a class in NAME OF CLASS). The ASPIRA Association, Inc. agrees to pay one-half of NAME OF EMPLOYEE's tuition and fees at NAME OF EDUCATIONAL INSTITUTION as he/she (pursues his/her degree / completes this course).

NAME OF EMPLOYEE agrees to remain a full-time employee during the course of his/her studies. NAME OF EMPLOYEE also agrees to remain a full-time employee at the ASPIRA Association, Inc. for one month after each credit hour completed upon completion of his/her (degree program / class). If NAME OF EMPLOYEE decides not to complete his/her (degree program / class), NAME OF EMPLOYEE agrees to remain employed at the ASPIRA Association, Inc. for one month after each credit hour completed at the time he/she terminates his/her studies. Non-compliance with this agreement on the part of NAME OF EMPLOYEE would oblige him/her to reimburse the ASPIRA Association, Inc. for all funds provided him/her for tuition and fees.

ACCEPTED:

\_\_\_\_\_  
NAME OF EMPLOYEE

\_\_\_\_\_  
National Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



APPENDIX I

The ASPIRA Association, Inc.

LEAVE AUTHORIZATION FORM

Name \_\_\_\_\_

Please authorize leave from \_\_\_\_\_ AM/PM  
date time

to \_\_\_\_\_ AM/PM for a total of \_\_\_\_\_  
days hours

REASON(S): Sick, Annual, Other (please indicate).

\_\_\_\_\_

\_\_\_\_\_

Note: Annual leave or any other planned absence requires prior approval from your supervisor and confirmation from the Office of Finance and Administration that the employee has accumulated the leave days they request.

A Sick Leave form must be completed the day an employee returns to work.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Confirmation of Leave (Finance & Administration)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Approval

\_\_\_\_\_  
Date

Comments: